



Jefferson County Board of County Commissioners

Thursday, July 18, 2024 at 6:00 pm

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

4. CONSENT AGENDA

- a. Vouchers
- b. Towing Approval

5. GENERAL BUSINESS

- a. Building Department Update
- b. SCOP Old Lloyd Road Construction Agreement

Attachments:

- **Agreement** (JeffersonCo_CR158_45175315401_DraftSFGA_CIGP.pdf)
- **Resolution** (SCOP_RESOLUTION_-_Old_Lloyd_Road_Construction_Agreement.docx)

c. Parking Fee Ordinance

Attachments:

- **Cover Letter** (Agenda_Item_-_Parking_Ordinance_Direction_to_Advertise.docx)
- **Ordinance** (Parking_Ordinance_6.8.24.docx)

d. Civic Plus Agreement

Attachments:

- **New Account Information** (Jefferson_County_FL_Permitting_Licensing_Code_with_2_5_percent_discount.pdf)
- **Original Contract** (Civic_Plus_Original_Contract.pdf)

e. EMI Award and A Building Extension

Attachments:

- **Extension** (21.h.fh.900.021_Extension_Amendment_3_Executed_by_DHR.pdf)

f. SHIP Annual Reports 18/19 & 19/20

Attachments:

- **18/19** (FY18-19_Annual_Report_Certification.pdf)

- **19/20** (FY19-20_Annual_Report_Certification.pdf)

g. LHAP Current Year

Adjustment on Award Amounts do to COLA

Attachments:

- **Exhibit C** (Jefferson_County_FY2023-2024_Exhibit_C_7.5.2024.pdf)

h. Jefferson County FY2024-2027 LHAP

Attachments:

- **Exhibit D** (Jefferson_County_FY2024-2027_Exhibit_D_5.15.2024.doc)
- **Exhibit E** (Jefferson_County_FY2024-2027_Exhibit_E_5.15.2024.doc)
- **Resolution** (Jefferson_County_FY2024-2027_Exhibit_E_5.15.2024.doc)

i. FRDAP Grant Resolution of Support

j. Fire Prelim. Rate Resolution

Attachments:

- **Cover Letter** (Agenda_Item_Request_-_Fire_PRR_2024.doc)
- **Resolution** (2024_Fire_PRR_7.12.24_for_agenda.doc)

k. Aucilla Shores Prelim. Rate Resolution

Attachments:

- **Cover Letter** (Agenda_Item_-_Aucilla_Shores_PRR_2024_.doc)
- **Resolution** (PRR_Aucilla_Shores_Subdivision_7.12.24_for_agenda.doc)

l. Solid Waste Prelim. Rate Resolution

Attachments:

- **Cover Letter** (Agenda_Item_Request_-_Solid_Waste_PRR_2024.doc)
- **Resolution** (PRR_SW_2024_7.12.24_for_agenda.doc)

m. Millage Rate

Attachments:

- **Memo 1** (MEM-SeniorExemption-County.docx)
- **Memo 2** (MEM-July1_Estimate_NASA_final_6-3-24.docx)
- **Memo 3** (MEM-GrannyFlat.docx)

6. CLERK OF COURTS

7. COUNTY ENGINEER

8. COUNTY ATTORNEY

9. COUNTY MANAGER

10. COUNTY COMMISSIONERS

11. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or

hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: *Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

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STATE-FUNDED GRANT AGREEMENT

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|----------------------------------|--------------------------------------|---|
| FPN: <u>451753-1-54-01</u> | Fund: <u>CIGP</u> Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| County No: <u>54 - Jefferson</u> | Contract No: _____ | Vendor No: <u>F596000690004</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the CR 158 (Old Lloyd Road) Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before August 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$685,264. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$685,264 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): C

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451753-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Jefferson County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.663 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI services of CR 158 (Old Lloyd Road) from E of Lloyd Creek Road to I-10 Overpass. This project will include resurfacing the 2 existing 11' travel lanes and variable width grass shoulders. Audible Vibratory Treatment will be installed as part of the safety benefits of this project. All work will be completed within the existing right-of-way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by August 31, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

| RECIPIENT NAME & BILLING ADDRESS: Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344 | | FINANCIAL PROJECT NUMBER: 451753-1-54-01 | | | |
|--|--|--|--------------------|-------------------------|---|
| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION | | | |
| | | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | Indicate source of Local funds |
| Design- Phase 34 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Design Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| | | | | | |
| Right-of-Way- Phase 44 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Right-of-Way Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| | | | | | |
| Construction- Phase 54 | Maximum Department Participation (County Incentive Grant Program) | \$685,264.00 | \$ | \$685,264.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: 2025 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Cost | | \$685,264.00 100.00% | \$ 0.00 % | \$685,264.00 100.00% | |
| | | | | | |
| Construction Engineering and Inspection - Phase 64 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Engineering and Inspection Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| | | | | | |
| (Phase :) | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| | | | | | |
| TOTAL COST OF THE PROJECT | | \$685,264.00 | \$ 0.00 | \$685,264.00 | |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Jefferson County Board of County CommissionersPROJECT DESCRIPTION: CR 158 (Old Lloyd Rd) from E of Lloyd Creek Rd to I-10 OverpassFPID#: 451753-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$685,264.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO CIGP FUNDING FOR CR 158 (OLD LLOYD ROAD); AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the permitting, design, construction and CEI services related to the resurfacing of approximately 1.663 miles of CR 158 (Old Lloyd Road) from 500' east of Lloyd Creek Road to the I-10 overpass (the "Project"); and

WHEREAS, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 451753-1-54-01 for costs directly related to the Project; and

WHEREAS, Jefferson County finds it's in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$685,264.00 to fund the Project; and

WHEREAS, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Jefferson County, Florida as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. APPROVAL OF AGREEMENT. The attached "State-Funded Grant Agreement" for CR 158 (Old Lloyd Road from 500' east of Lloyd Creek Road to the I-10 overpass Resurfacing, Financial Project No. 451753-1-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 18th day of July, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA**

J.T. Surles, Chair

ATTEST:

Jason Welty, Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.

ATTACHMENT A
AGREEMENT

Board of County Commissioners

Agenda Request

Date of Meeting: July 18, 2024

Date Submitted: July 11, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Evan Rosenthal, Deputy County Attorney

Subject: Request Board Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Authorizing Parking Regulations within Jefferson County

Statement of Issue:

This agenda item requests Board approval to schedule and advertise a public hearing to consider an ordinance creating a new Chapter 41 of the Jefferson County Code authorizing Parking Regulations within the County.

Background:

In response to concerns regarding parking in and around the Wacissa River Park, County staff has worked with the County Attorney to identify potential parking regulations to mitigate and address these issues going forward.

Analysis:

The attached proposed ordinance includes the following:

- Authorizes the County Manager to designate certain public areas including County owned property and County Right-of-Way within the unincorporated sections of the County as Tow-Away Zones. Those areas designated as Tow-Away Zones shall be posted with appropriate signage spaced at such intervals as to place a motorist on notice of that area's designation. Any No-Parking Area, Limited Time Parking Area, or Parking Meter Zone may also be established as a Tow-Away Zone, wherein any Vehicle Parked in violation of the regulations established for such zone or area may be towed away.
- Authorizes the County Manager to designate certain public areas on County owned property and County Right-of-Way within the unincorporated sections of the County to be No Parking Areas, Limited Time Parking Areas, or Parking Meter Zones. In evaluating the potential designation of an area, the County Manager or his or her designee shall evaluate factors that may include, but are not limited to, public safety hazards, the size of the area and the availability of nearby public amenities, the availability of Parking within the area, and the availability of other forms of transportation within the area.

Request Board Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance
Authorizing Parking Regulations within Jefferson County

July 18, 2024

Page 2

- Provides for appropriate signage to be placed in regulated areas and penalties for violations.
- Requires public parking spaces to be appropriately marked and penalties for improper use of marked spaces.
- Provides for enforcement by the WCSO in accordance with Chapter 316, Florida Statutes with the following fine schedule:
 - \$50 1st Violation
 - \$75 2nd Violation
 - \$100 3rd and subsequent Violations.

Options:

1. Direct Staff to Schedule and Advertise a Public Hearing to Consider an Ordinance Authorizing Parking Regulations within Jefferson County.
2. Do Not Direct Staff to Schedule and Advertise a Public Hearing to Consider an Ordinance Authorizing Parking Regulations within Jefferson County.
3. Board Direction.

Recommendation:

Option # 1

Attachments:

1. Draft Ordinance

ORDINANCE NO. 2024-__

A ORDINANCE OF JEFFERSON COUNTY, FLORIDA, RELATING TO PARKING REGULATIONS; PROVIDING FINDINGS; CREATING A NEW CHAPTER 41 OF THE CODE OF ORDINANCES ENTITLED “PARKING REGULATIONS”; PROVIDING DEFINITIONS; PROVIDING FOR THE DESIGNATION OF NO PARKING AREAS, LIMITED PARKING AREAS, PARKING METER ZONES, AND TOW-AWAY ZONES; PROVIDING FOR ENFORCEMENT; AMENDING SECTION 40-5 OF THE CODE OF ORDINANCES RELATED TO PENALTIES AND ENFORCEMENT FOR COUNTY PARKS AND RECREATION FACILITIES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Chapter VIII, Section 1 of the Florida Constitution and Section 125.01, Florida Statutes, Jefferson County (the “County”) is authorized to protect the public health, safety, and welfare of its residents, and has the power and authority to enact regulations for valid government purposes that are not inconsistent with general or special law; and

WHEREAS, Chapter 316, Florida Statutes, authorizes the County to regulate stopping, standing, and parking on highways, streets, right-of-way and other property under the County’s jurisdiction; and

WHEREAS, in furtherance of the health, safety, and welfare of County residents and visitors, the Board of County Commissioners desires to adopt regulations related to stopping, standing, and parking on County property and County right-of-way within the unincorporated area of the County and to provide for the enforcement of such regulations.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. CREATION OF CHAPTER 41 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ENTITLED PARKING REGULATION. A new Chapter 41 of the Jefferson County Code of Ordinances entitled “Parking Regulation” is hereby created to read as follows:

Chapter 41 - PARKING REGULATIONS

Section 41-1. - Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Limited Time Parking Area means any County Right-of-Way or other County property within which Parking by the public is allowed only within certain designated times as indicated pursuant to official signage posted in such area.

No Parking Area means any County Right-of-Way or other County property within which Parking by the public is prohibited.

Operator means any Person who is in actual physical control of a motor Vehicle upon the Highway, or who is exercising control over or steering a Vehicle being towed by a motor Vehicle.

Owner means a Person who holds the legal title of a Vehicle, or, in the event a Vehicle is the subject of an agreement for the conditional sale or lease thereof and with an immediate right of possession as vested in the conditional vendee or lessee, or in the event a mortgagor of a Vehicle is entitled to the possession, then such conditional vendee, or lessee, or mortgagor, shall be deemed the Owner, for the purposes of this definition.

Park or *Parking* means the stopping or standing of a Vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading of merchandise or passengers as may be permitted under this Chapter.

Parking Meter Zone means any County Right-of-Way or other County property within which Parking by the public is allowed in certain designated areas only after payment of a user fee and in accordance with any instructions, conditions, and regulations as shall be communicated through appropriate posted signage.

Person means any natural Person, firm, co-partnership, association, or corporation.

Public Parking Space means any Parking space on County Right-of-Way or other County property which provides for use by members of the public.

Right-of-Way means land dedicated, deeded, used or to be used for a Street, alley, walkway, drainage facility, access for ingress and egress or other purpose by the public, by individuals, or by governmental bodies.

Sheriff means any officer of the Jefferson County Sheriff's Department as well as any Parking enforcement specialist, as defined in Chapter 316, Florida Statutes, employed by the Jefferson Sheriff's Department.

Street or Highway means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic.

Tow-Away Zone means any County Right-of-Way or other County property within which any Vehicle Parked in violation of the regulations governing such area as established by posted signage may be towed away.

Vehicle means every device in, upon, or by which any Person or property is or may be transported or drawn upon a Street or Highway, except Personal delivery devices, mobile carriers, and devices used exclusively upon stationary rails or tracks.

Section 41-2.- Jurisdiction.

(a) The provisions of this Chapter regulating the Parking of Vehicles shall apply to all County Right-of-Way within the unincorporated area of the County and all other County property where indicated by appropriate posted signage, and shall apply at all times or as indicated on such signage, except when it is necessary for the Operator of a Vehicle to avoid conflict with other traffic or comply with the directions of a law enforcement officer or official traffic-control device.

(b) This Chapter shall not apply to any Vehicle which is disabled while on a Street or Highway in such a manner and to such extent that it is impossible to avoid stopping and temporarily leaving the disabled Vehicle in such position.

Section. 41-3. - Designation of No Parking Areas, Limited Time Parking Areas and Parking Meter Zones.

The county administrator, or his or her designee, shall be empowered to designate certain public areas including County owned property and County Right-of-Way within the unincorporated sections of the County to be No Parking Areas, Limited Time Parking Areas, or Parking Meter Zones. In evaluating the potential designation of an area, the county administrator or his or her designee shall evaluate factors that may include, but are not limited to, public safety hazards, the size of the area and the availability of nearby public amenities, the availability of Parking within the area, and the availability of other forms of transportation within the area.

Section 41-4. - No Parking Areas.

Those areas designated as No Parking Areas shall be posted with "no parking" signs spaced at such intervals as to place motorists on notice of that area's designation. After a public area has been designated and posted as a No Parking Area, no Vehicle shall be permitted to Park therein. However, this section shall not apply to law enforcement, fire or ambulance, or county Vehicles that are Parked in furtherance of their public service responsibilities.

Section 41-5. - Limited Time Parking Areas.

Those areas designated as Limited Time Parking Areas shall be posted with appropriate signage spaced at such intervals as to place motorists on notice of that area's designation and the allowable time periods during which Vehicles may Park within the area in such Public Parking Spaces as may be marked or otherwise established by the County. After a public area has been designated and posted as a Limited Time Parking Area, no Vehicle shall be permitted to Park therein beyond the time periods designated by the applicable signage. However, this section shall not apply to law enforcement, fire or ambulance, or county Vehicles that are Parked in furtherance of their public service responsibilities.

Section 41-6. - Parking Meter Zones.

(a) Those areas designated as Parking Meter Zone areas shall be posted with appropriate signage spaced at such intervals as to place motorists on notice of that area's designation, the user fee to be paid for the privilege of Parking a Vehicle in such area, the times during which Parking is allowed within the area, and such other information as the County may require in its discretion.

(b) No Person shall Park a Vehicle in any Parking Meter Zone unless such Person pays the applicable user fee, as established by the County, and complies with all applicable instructions, conditions, and regulations concerning Parking in the Parking Meter Zone as shall be communicated through appropriate posted signage. No Person shall Park a Vehicle in any Parking Meter Zone beyond the allotted time for Parking authorized in connection with the payment of the applicable user fee.

(c) The Board of County Commissioners may adopt by resolution a fee schedule for Parking in County Parking Meter Zones.

Section 41-7. - Parking Spaces Marked.

(a) The county administrator, or their designee, shall clearly mark Public Parking Spaces by placing lines upon the pavement or curbs of the county. It shall be unlawful to Park a Vehicle across a line or marking so that the Vehicle is not entirely within the area for Parking designated by lines or markings.

(b) At each place where individual Public Parking Spaces are so marked off, each Vehicle shall be Parked entirely within an individual Public Parking Space.

(c) It shall be unlawful for any Person to park any Vehicle or allow any Vehicle to be Parked in a manner that occupies more than one marked Public Parking Space, regardless of whether that space is metered. A separate citation may be issued for each marked Public Parking Space, other than the one Public Parking Space allowed under this Chapter, which is either partially or wholly occupied by any Vehicle not Parked in accordance with this section.

(d) It shall be unlawful for any Person to Park any Vehicle or allow any Vehicle to be Parked in a direction or manner that is in violation of, or contrary to, the requirements of this section or posted signs regulating the direction of Parked Vehicles in marked spaces, regardless of whether

the spaces are metered. Vehicles shall be Parked with the front end of the Vehicle to the curb, unless parallel Parked or unless a posted sign requires the Vehicle to be Parked with the rear-end of the Vehicle to the curb.

(e) The County may, by posting of appropriate signage, limit Parking in any Public Parking Space to Parking by certain types of Vehicles only.

Section 41-8. - Tow-Away Zones.

(a) The county administrator, or his or her designee, is hereby authorized to designate certain public areas including County owned property and County Right-of-Way within the unincorporated sections of the County as Tow-Away Zones. Those areas designated as Tow-Away Zones shall be posted with appropriate signage spaced at such intervals as to place a motorist on notice of that area's designation. Any No-Parking Area, Limited Time Parking Area, or Parking Meter Zone may also be established as a Tow-Away Zone, wherein any Vehicle Parked in violation of the regulations established for such zone or area may be towed away. However, this section shall not apply to law enforcement, fire or ambulance, or county Vehicles that are Parked in furtherance of their public service responsibilities.

(b) After a public area has been designated and posted as a Tow-Away Zone, any Vehicle Parked therein in violation of the official posted signage may be towed away at the Owner's sole cost and expense. The County shall not be required to provide any prior notice to the Vehicle Owner prior to towing away a Vehicle unlawfully Parked in a Tow-Away Zone.

(c) All Tow-Away Zones shall indicate that Vehicles may be towed and provide a contact number for Vehicle Owners to call to determine the location of towed Vehicles.

Section 41-9. - Enforcement.

(a) *Authorization.* The Sheriff shall be responsible for the enforcement of this Chapter, which enforcement procedures shall be in accordance with the provisions of this Section and Chapter 316, Florida Statutes. The Sheriff is hereby authorized to issue a citation to any Vehicle when, based upon personal investigation, the Sheriff has reasonable cause to believe that such Vehicle is Parked in violation of this Chapter.

(b) *Procedures.* If the Sheriff has reasonable cause to believe that a Vehicle is Parked in violation of this Chapter, they shall issue a citation to the Owner or Operator of the Vehicle in a form approved by the County and shall place a copy of the citation in a conspicuous place on the Vehicle. The original citation shall then be filed with the clerk of the circuit court, which shall process it in accordance with Section 316.1967(1) - (4), Florida Statutes, or its statutory successor in function. Such citation form shall contain, at a minimum, the following information:

- (1) Date, time, and location of the violation;
- (2) Type of violation, including a reference to the section of the Code violated.

- (2) The name and address of the Owner of the Vehicle;
- (3) Description of the offending Vehicle, including make, model, color, license plate number and state of registration; and
- (4) The issuing Sheriff officer's name and identification number.

The citation form shall further direct that the Person to whom the citation was issued shall elect to either:

- (1) Pay the appropriate fine as indicated on the citation to the clerk of court at the address indicated on the citation or pursuant to such other payment instructions as may be contained on the citation within 20 calendar days of the date of the citation; or
- (2) Request a hearing with the county court by notifying the clerk of court within 20 calendar days of the date the citation was issued. Pursuant to the provisions of Section 316.1967, Florida Statutes, an election to request a hearing constitutes a waiver of the right to pay the penalty indicated on the Parking citation, and a county judge after said hearing may impose a fine not to exceed \$100.00, plus court costs for each Parking violation. Any Person who fails to pay the civil penalty within the time allowed by the court shall be deemed convicted of a Parking ticket violation, and the court shall take appropriate measures to enforce collection of the fine, which may include contempt proceedings or such other penalties as the court may impose in its discretion.

If payment is not received or a response to the citation is not made within the time period specified thereon, the county court or its traffic violations bureau shall notify the Person to whom the citation was issued by mail in accordance with Section 316.1967, Florida Statutes, or its statutory successor in interest. Mailing the notice to this address constitutes notification. Upon notification, the Owner or registered lessee shall comply with the court's directive. Any Person who fails to satisfy the court's directive waives his or her right to pay the applicable civil penalty, and the court shall take appropriate measures to enforce collection of the fine, which may include contempt proceedings or such other penalties as the court may impose in its discretion.

(c) *Registered Vehicle Owner Presumed Responsible.* Pursuant to Section 316.1967, Florida Statutes, or its statutory successor in interest, the Owner of a Vehicle is responsible and liable for payment of any citation issued pursuant to this Chapter unless the Owner can furnish evidence that the Vehicle was, at the time of the violation, in the care, custody, or control of another Person. In such instances, the owner of the Vehicle is required, within five (5) calendar days of notification of the Parking violation, to furnish to the Sheriff an affidavit setting forth the name, address, and driver license number of the Person who leased, rented, or otherwise had the care, custody, or control of the Vehicle.

(d) *Fine Schedule.* Fines for violations of this Chapter are hereby established as follows:

- (1) First violation of this Chapter: \$50.00.
- (2) Second violation of this Chapter: \$75.00
- (3) Third and subsequent violations of this Chapter: \$100.00

(e) *Violations Declared Civil Infractions.* Violations of this Chapter are hereby declared to be non-criminal, civil infractions and may be prosecuted in the name of the county, in a county court civil traffic hearing, by the Sheriff's deputy or Parking enforcement specialist who issued such citation.

(f) *Proof of Violation, Violator.* In any prosecution charging a violation of this Chapter, proof that the particular Vehicle described in the citation was Parked or operated in violation of this Chapter, together with proof, that the defendant named in the citation was at the time of the violation the Owner of such Vehicle, shall constitute a prima facie presumption that the Owner of such Vehicle was the Person who committed the violation of this Chapter at the location where, and for the time during which, such violation occurred.

(g) *Duties of Clerk of Court; Disposition of Fines.* The clerk of the circuit court, or their duly authorized representative, is authorized, in addition to other duties imposed in this chapter, to accept fines paid within the time limit prescribed herein, issue receipts therefore, schedule court appearances for those Persons requesting such court appearances, and establish procedures and provide other services necessary to carry out his duties under this division. Fines collected by the clerk of the circuit court shall be accounted for and paid to the County on a monthly basis. The clerk shall be entitled to retain a \$3.00 administrative fee for each citation processed.

SECTION 3. AMENDMENT OF SECTION 40-5 OF THE CODE OF ORDINANCES ENTITLED PENALTIES AND ENFORCEMENT. Section 40-5 of the Code of Ordinances entitled "Penalties and Enforcement," is hereby amended to read as follows:

[underline indicates additions; ~~strike through~~ indicates deletions]

Sec. 40-5. Penalties and enforcement.

(a) In addition to all other means of enforcement provided for in Florida law and the Jefferson County Code of Ordinances, violations of this chapter may be enforced by the county and the sheriffs office as provided for in F.S. § 125.69. Such enforcement includes prosecution in the same manner as misdemeanors and imposition of fines not to exceed \$500.00 or imprisonment in county jail not to exceed 60 days or by both a fine and imprisonment. Furthermore, any violation of this chapter shall be cause for immediate removal or ejection from the county park or recreation facility and denial of future use of county parks and recreation facilities, as determined by the department director.

(b) *Civil infraction.*

(1) In addition to all other means of enforcement provided for in Florida law and the Jefferson County Code of Ordinances, a civil citation issued pursuant to chapter 21 of the Code may be issued to any person violating the provisions of this chapter. In such circumstances, the violation shall be deemed a civil infraction.

(2) Any person to whom a citation is issued shall pay the fine by the designated date or appear in county court at the time, date, and location designated in the citation. Any person requesting a hearing in county court waives the right to pay the minimum civil penalties. Penalties shall be in addition to court costs established by statute.

(3) *Minimum civil penalties for a violation not otherwise listed are as follows:*

- a. First offense: \$50.00
- b. Second offense: \$100.00
- c. Second offense (commercial activity): \$100.00
+ One Year Trespass Warning
- d. Third and subsequent offenses: \$200.00

(c) Violations of this Chapter related to the stopping, standing, or parking of vehicles, vessels, and trailers shall be enforced as provided in Section 41-9 of the Code and shall be subject to the procedures and penalties provided therein.

SECTION 4. CODIFICATION IN THE CODE OF ORDINANCES. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

SECTION 5. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 6. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State within 10 days after its enactment by the Board and shall take effect upon filing.

PASSED AND DULY ENACTED by the Board of County Commissioners of Jefferson County, Florida in regular session, this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

J.T. Surles, Chair

ATTESTED BY:

Jason Welty, Clerk of the Circuit Court

APPROVED as to FORM:

Heather Encinosa, County Attorney

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-74437-1

4/22/2024 11:22 AM

6/21/2024

Client:

Jefferson County, FL

Bill To:

JEFFERSON COUNTY, FLORIDA

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|--------------------|-------|----------------------------------|-----------------|----------------|
| SteviAnn Matijevic | | steviann.matijevic@civicplus.com | | Net 30 |

CORE CivicGov

| QTY | PRODUCT NAME | DESCRIPTION | TOTAL |
|------|--|---|--------------|
| 1.00 | Community Development Essential Modules | Community Development Essential Modules | USD 0.00 |
| 1.00 | Community Development Core Setup | Community Development Core Setup | USD 0.00 |
| 1.00 | Community Development Permitting Annual | Community Development Permitting Annual | USD 4,000.00 |
| 1.00 | Community Development Permitting Setup | Community Development Permitting Setup | USD 2,000.00 |
| 1.00 | Community Development Licensing Annual | Community Development Business Licensing Annual | USD 4,000.00 |
| 1.00 | Community Development Licensing Setup | Community Development Business Licensing Setup | USD 2,000.00 |
| 1.00 | Community Development Code Enforcement Annual | Community Development Code Enforcement Annual | USD 4,000.00 |
| 1.00 | Community Development Code Enforcement Setup | Community Development Code Enforcement Setup | USD 2,000.00 |
| 1.00 | Community Development Essential Features | Community Development Essential Features | USD 0.00 |
| 1.00 | Community Development ICC Code Integration (population based) Annual | Unlimited Users up to 9 Titles | USD 2,000.00 |

| QTY | PRODUCT NAME | DESCRIPTION | TOTAL |
|------------|---|--|--------------|
| 1.00 | Community Development ICC Code Integration (population based) Setup | Community Development ICC Code Integration (population based) Setup | USD 500.00 |
| 1.00 | Community Development Premium GIS (ESRI) Mapping Integration Annual | Community Development Premium GIS (ESRI) Mapping Integration Annual. This requires the client to provide an ArcGIS restful endpoint for each layer consumed. | USD 1,000.00 |
| 1.00 | Community Development Premium GIS (ESRI) Mapping Integration Setup | Community Development Premium GIS (ESRI) Mapping Integration Setup. This requires the client to provide an ArcGIS restful endpoint for each layer consumed. | USD 1,000.00 |
| 1.00 | Community Development Mobile App (Offline Inspections) Annual | Community Development Mobile App (Offline Inspections) Annual | USD 500.00 |
| 1.00 | Community Development Mobile App (Offline Inspections) Setup | Community Development Mobile App (Offline Inspections) Setup | USD 500.00 |
| 1.00 | Community Development Essential Connectors | Community Development Essential Connectors | USD 0.00 |
| 1.00 | Community Development Pay Annual Fee - Forte | Community Development Pay - Forte | USD 1,500.00 |
| 1.00 | Community Development Pay Setup Fee - Forte | Community Development Pay Setup Fee - Forte | USD 3,000.00 |
| 1.00 | MunicodeNEXT Connector for Community Development | Community Development Code Library integration with Municode Online Codes | USD 0.00 |

Data Import Standard

| QTY | PRODUCT NAME | DESCRIPTION | TOTAL |
|------------|---|---|--------------|
| 1.00 | Data Import - Standard - CivicPlus Formatted - Permitting | The client is responsible for providing a .csv file containing only data specific to the template. CivicPlus will format the data within the template before import. Formatting is not to exceed a total of 10 hours. | USD 2,500.00 |
| 1.00 | Data Import - Standard - CivicPlus Formatted - Licensing | The client is responsible for providing a .csv file containing only data specific to the template. CivicPlus will format the data within the template before import. Formatting is not to exceed a total of 10 hours. | USD 2,500.00 |

Year One Discount

| QTY | PRODUCT NAME | DESCRIPTION | TOTAL |
|------|--|----------------------------|---------------|
| 1.00 | Community Development Year 1 Annual Fee Discount | Year 1 Annual Fee Discount | USD -8,250.00 |

| | |
|---|---------------|
| List Price - Initial Term Total | USD 33,000.00 |
| Total Investment - Initial Term | USD 24,750.00 |
| Annual Recurring Services (Subject to Uplift) | USD 17,000.00 |

| | |
|-------------------------------|--|
| Initial Term | 12 Months |
| Initial Term Invoice Schedule | 50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier |

| | |
|-------------------|---|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift | 5% to be applied in year 2 |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29433-1

Date:

9/16/2022 11:21 AM

Expires On:

12/15/2022

Client:

JEFFERSON COUNTY, FLORIDA

Bill To:

JEFFERSON COUNTY, FLORIDA

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|--------------|-------|---------------------|-----------------|----------------|
| Krystal Hays | x | khays@civicplus.com | | Net 30 |

| QTY | DESCRIPTION | PRODUCT TYPE |
|-------------------------------|---|---------------|
| 434.00 | Republication (20.73 per page) 434 pages of materials from March 2015 with LDC to present with IGTMS | One-time |
| 1.00 | Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro | Renewable |
| 1.00 | Full-Service Supplementation Subscription | Renewable |
| 1.00 | Print Supplementation will begin with the ordinances received from the municipality on an annual basis. | Renewable |
| 1.00 | Online Supplementation will begin with the ordinances received on a quarterly basis. | Renewable |
| 1.00 | Printed Copies and Freight Included | Renewable |
| 5.00 | Municode Binders | One-time |
| 25.00 | Municode Tabs | One-time |
| Total Investment Initial Term | | USD 13,175.03 |
| Annual Recurring Services | | USD 3,097.50 |

1. This Statement of Work ("SOW") is between Jefferson County Florida ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term starting at signing of this SOW and continuing for sixteen (16) months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment Initial Term fees for the project shall be invoiced four months from the date of signing this SOW. Any additional fees incurred during the publication and conversion project ("Conversion") phase will be invoiced separately upon the completion of the Conversion.
4. The Annual Recurring Services fee shall be invoiced at the start of each Renewal Term and subject to a 5% annual increase each Renewal Term, starting the first Renewal Term.
5. Total Investment Initial Term assumes Service Provider can rely upon the version of the Client's code ("the Code") furnished and it is in an editable, electronic format. Conversion will take approximately 90 - 120 days upon receipt of all required materials.
6. The Conversion services do NOT include: renumbering, reorganizing the structure of the Code, or legally reviewing the Code content; additional ordinances added to the project; state sales tax, or any annual recurring services; freight, color printing, subsection linking and linking to tables, and internal cross reference review.
7. Client understands and agrees that the Total Investment Initial Term for the Conversion may be increased by the addition of legislation or materials, which may be added at the agreed upon per page rate. Unless noted otherwise in line items above, pages will be printed with single columns and 10 point font size. Additional legislation added to the Conversion must be approved and received by Service Provider prior to the cutoff date established by the parties. Following the delivery of the final code draft for Client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a \$1,000.00 Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client.
9. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.
10. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney. Nor is an attorney-client relationship established under this SOW or the services provided herein.
11. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Signature Page to Follow.

Additional Terms and Conditions:

If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:

1. Annual Recurring Supplement Services does NOT include:

- Additional copies, reprints, binders and tab orders;
- Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features.

2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

If Legal Review is included in the services to be delivered under this SOW, the following terms apply:

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:

1. Client's responsibilities include:

- a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
- b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
- c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).

2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

GENE HALL

Title:

CHAIRMAN

Date:

11/3/2022

CivicPlus

By:

Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

11/9/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization JEFFERSON COUNTY, FLORIDA URL WWW.JEFFERSONCOUNTYFL.GOV

Street Address 1 COURTHOUSE CIRCLE

Address 2
MONTICELLO FLA. 32344
City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

SHANNON METTY SMETTY@JEFFERSONCOUNTYFL.GOV
Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

1 COURTHOUSE CIRCLE
Billing Address

Address 2
MONTICELLO FLA 32344
City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

30 DAYS
Info Required on Invoice (PO or Job #)
INVOICE OR JOB #

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N [X]

Please list all external sources:

Contract Contact
SHANNON METTY 850-340-0223 Email SMETTY@JEFFERSONCOUNTYFL.GOV
Phone Ext. Fax

Project Contact Email

Phone Ext. Fax



CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Jefferson County Board of County Commissioners

21.h.fh.900.021

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Jefferson County Board of County Commissioners, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Historical Federal Subgrant grant, for Monticello High School Mitigation - Line Item. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 -6/30/2024

Amended Length of Agreement

7/1/2021 -12/31/2024

Additional Conditions

13. Grant Reporting Requirements:

- l) Twelfth Report is due by July 31, for the period ending June 30 (fourth year of the grant period).
- m) Thirteenth Report is due by October 31, for the period ending September 30 (fourth year of the grant period).
- n) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Jt. Surles
Authorized official for the Grantee

Alissa Lotane, Director
Authorized official for the Division

x [Signature]
Authorized official Signature

6/21/2024
Date

Alissa Lotane 6/24/24
Division Authorized official Signature Date

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Jefferson County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2018-2019 and interim years 2019-2020 & 2020-2021.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

Staff Member responsible for submitting annual report to FHFC: Shannon Metty, County Manager

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

J.T. Surles, Chairman

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee**. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

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Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

J.T. Surles, Chairman

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

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| FLORIDA HOUSING FINANCE CORPORATION | | | | | | | | | | | | |
|--|-----------------------------------|--------------------------------|------------------|--------------------|----------|--------------------|--------------|--------------------|------------------|-------------------------|--------------|-------|
| HOUSING DELIVERY GOALS CHART | | | | | | | | | | | | |
| 2023-2024 | | | | | | | | | | | | |
| Name of Local Government: | | | Jefferson County | | | | | | | | | |
| Estimated Funds (Anticipated allocation only): | | | \$ 350,000 | | | | | | | | | |
| Code | Strategies | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total | Units |
| | Homeownership | | | | | | | | | | | |
| 2 | Purchase Assistance without Rehab | No | 1 | \$15,000 | 1 | \$15,000 | | | \$0.00 | \$30,000.00 | \$30,000.00 | 2 |
| 3 | Owner Occupied Rehabilitation | Yes | 1 | \$70,000 | 1 | \$70,000 | | | \$140,000.00 | \$0.00 | \$140,000.00 | 2 |
| 4 | Demolition/Reconstruction | Yes | 1 | \$150,000 | | | | | \$150,000.00 | \$0.00 | \$150,000.00 | 1 |
| 5 | Disaster Assistance | Yes | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | Total Homeownership | | 3 | | 2 | | 0 | | \$290,000.00 | \$30,000.00 | \$320,000.00 | 5 |
| Purchase Price Limits: | | | New | \$ 481,176 | Existing | \$ 481,176 | | | | | | |

| Code | Rental | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total | Units |
|------------------------|----------------------------------|-----------------------------|--------------|-----------------|--|-----------------|-----------|-----------------|------------------|----------------------|--------|-------|
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | Total Rental | | 0 | | 0 | | 0 | | \$0.00 | \$0.00 | \$0.00 | 0 |
| | | | | | | | | | | | | |
| | Administration Fees | | \$ 35,000 | | 10% | | OK | | | | | |
| | Home Ownership Counseling | | \$ - | | | | | | | | | |
| Total All Funds | | | \$355,000.00 | | This total is over the allocation and will require less than the maximum amount be awarded per applicant | | | | | | | |

| Set-Asides | | | | |
|---|--|------------|-------|----|
| Percentage Construction/Rehab (75% requirement) | | 82.9% | | OK |
| Homeownership % (65% requirement) | | 91.4% | | OK |
| Rental Restriction (25%) | | 0.0% | | OK |
| Very-Low Income (30% requirement) | | \$ 235,000 | 67.1% | OK |
| Low Income (30% requirement) | | \$ 85,000 | 24.3% | OK |
| Moderate Income | | \$ - | 0.0% | |

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

| |
|------------------|
| Jefferson County |
|------------------|

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or Designee

Witness

J.T. Surles, Chairman
Type Name and Title

Date

OR

Attest:

(Seal)

RESOLUTION #: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Jefferson County Housing Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for Jefferson County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA that:

Section 1: The Board of County Commissioners of Jefferson County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2024-2025, 2025-2026, 2026-2027.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

(SEAL)

J.T. Surles, Chairman

ATTEST:

Jason Welty, County Clerk

RESOLUTION #: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

(SEAL)

J.T. Surles, Chairman

ATTEST:

Jason Welty, County Clerk

Board of County Commissioners

Agenda Request

Date of Meeting: July 18, 2024

Date Submitted: July 11, 2024

To: Honorable Chairman and Members of the Board

From: Evan Rosenthal, Deputy County Attorney

Subject: Request Board Consideration of a Preliminary Rate Resolution for Fire Protection Services

Statement of Issue:

This agenda item requests the Board approve a Preliminary Rate Resolution for fire protection services, which is the first step in the process for re-imposing fire protection assessments within the County.

Background and Analysis:

The County's master assessment ordinance (Ordinance No. 2020-050720-02) provides that the re-imposition of a service assessment requires the adoption of two resolutions: a preliminary rate resolution and an annual rate resolution. The attached resolution constitutes the preliminary rate resolution for the County's fire protection assessment program.

The fire protection assessment rates proposed for FY 24-25 are as follows, which are consistent with the rates imposed for FY 23-24

| Residential Property Use Categories | Rate Per Dwelling Unit |
|--|-------------------------------|
| Residential | \$198 |
| Non-Residential Property Use Categories | Rate Per Square Foot |
| Non-Residential | \$0.04 |

The estimated gross revenue for FY24-25 based upon the above rates is \$1,416,092.

The Resolution continues existing exemptions from the fire protection assessment for institutional properties, government properties, properties that are the homesteaded property of a totally and permanently disabled veteran or their surviving spouse, and property classified as agricultural land pursuant to Section 193.461, Florida Statutes, and buildings of non-residential property on property classified as agricultural lands pursuant to Section 193.461, Florida Statutes.

Options:

Preliminary Rate Resolution for Fire Protection Assessment Program

July 18, 2024

Page 2

1. Adopt the Amended and Restated Initial Assessment Resolution for Fire Protection Services.
2. Do not Adopt the Amended and Restated Initial Assessment Resolution for Fire Protection Services.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Preliminary Rate Resolution for Fire Protection Services

JEFFERSON COUNTY, FLORIDA

**PRELIMINARY RATE RESOLUTION
FOR FIRE PROTECTION SERVICES
RESOLUTION NO. 2024-_____**

ADOPTED JULY 18, 2024

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RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE UNINCORPORATED AND ALL INCORPORATED AREAS OF JEFFERSON COUNTY, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE PROTECTION ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Jefferson County, Florida (the “Board”), has enacted the Master Capital Project and Service Assessment Ordinance, Ordinance No. 2020-050720-02 (the “Ordinance”), which authorizes the annual imposition of Fire Protection Assessments for Fire Protection services, facilities, and programs against all Assessed Property within Jefferson County for Fire Protection Services; and

WHEREAS, the imposition of a Fire Protection Assessment for Fire Protection services, facilities and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the Board desires to reimpose an annual Fire Protection Assessment program in the unincorporated area and all incorporated areas of Jefferson County, using the tax bill collection method for the Fiscal Year beginning on October 1, 2024; and

WHEREAS, pursuant to the Ordinance, the reimposition of Fire Protection Assessments for the Fiscal Year beginning of October 1, 2024, requires certain processes such as the preparation of the Assessment Roll; and

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing Fire Protection Assessed Costs against Assessed Property located within Jefferson County, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for the reimposition of the Fire Protection Assessments; and

WHEREAS, the Board deems it to be in the best interest of the citizens and residents of all incorporated and unincorporated areas of the County to adopt this Preliminary Rate Resolution for Fire Protection Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 2023-33), the Amended and Restated Final Assessment Resolution (Resolution No. 2023-49), Article VIII, Section 1(f) of the Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Fire Protection Assessment Roll and directs the reimposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2024.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the reimposition of Fire Protection Assessments for fire protection services, facilities, or programs against all Assessed Property located in the unincorporated and all incorporated areas of the County, the County shall provide fire protection services to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments collected within the County. The remaining cost, if any, required to provide fire protection services, facilities, and programs shall be funded by legally available County revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the County will be specially benefitted by the County's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS. Unless otherwise exempted as provided herein, Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories within the County. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. APPORTIONMENT METHODOLOGY.

(A) The Cost Apportionment embodied in Section 6 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

(B) The Parcel Apportionment set forth in Section 7 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

SECTION 7. DETERMINATION OF FIRE PROTECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE PROTECTION ASSESSMENTS.

(A) The estimated Fire Protection Assessed Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2024, is \$1,416,092.00.

(B) The estimated Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2024, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

| Residential Property Use Category | Rate Per Dwelling Unit |
|--|-------------------------------|
| Residential | \$198.00 |
| Non-Residential Property Use Category | Rate Per Square Foot |
| Non-Residential | \$0.04 |

(C) The following exemptions shall apply to the Fire Protection Assessment

program:

(1) No Fire Protection Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Protection Assessment;

(2) No Fire Protection Assessment shall be imposed upon Buildings categorized as Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law;

(3) No Fire Protection Assessment shall be imposed against any land that is classified as agricultural land pursuant to Section 193.461, Florida Statutes, or Buildings of Non-Residential Property located on a Tax Parcel that is classified as agricultural land pursuant to Section 193.461, Florida Statutes; and

(4) No Fire Protection Assessment shall be imposed against a Tax Parcel of Residential Property that is the homesteaded property of a totally and permanently disabled veteran or their surviving spouse and who receive a total property tax exemption for said Tax Parcel pursuant to either Sections 196.081 or 196.091, Florida Statutes.

(D) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive

remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

(E) The approval of the estimated Fire Protection Assessment rate schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Cost. The remainder of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

(F) The estimated Fire Protection Assessments specified in the Fire Protection Assessment rate schedule in subsection (B) above are hereby established to fund the specified Fire Protection Assessed Cost determined to be assessed in the Fiscal Year commencing October 1, 2024. No portion of such Fire Protection Assessed Cost is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Cost is attributable to Emergency Medical Services.

(G) The estimated Fire Protection Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the County Manager in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 8 of this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare, or cause to be prepared, an updated Fire Protection Assessment Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in the Ordinance. Unless otherwise exempted, the updated Assessment Roll shall include all Tax Parcels within the Property Use Categories within the County. The County Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the updated Fire Protection Assessment Roll shall be maintained on file in the office of the County Manager and open to public inspection. The foregoing shall not be construed to require that the updated Fire Protection Assessment Roll proposed for the Fiscal Year beginning October 1, 2024, be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the County.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:00 p.m. on September 12, 2024, in the

Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, at which time the Board will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2024 and collecting such assessments on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 10. NOTICE BY PUBLICATION. The County Manager, or such person's designee, shall publish a notice of the public hearing authorized by Section 9 of this Preliminary Rate Resolution in the manner and time required in the Ordinance. The notice shall be published no later than August 22, 2024, in substantially the form attached hereto as Appendix A.

SECTION 11. NOTICE BY MAIL.

(A) Pursuant to section 200.069(10)(a), Florida Statutes, and with agreement of the Property Appraiser, the Board elects to combine notice of the public hearing authorized by Section 9 hereof with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(10)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose of imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2024. All first class mailed notices must be mailed no later than August 22, 2024.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the County Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 12. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Fire Protection Assessments will be utilized for the provision

of fire protection services, facilities, and programs within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs within Jefferson County.

SECTION 13. SEVERABILITY. If any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

SECTION 14. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption this 18th day of July, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA**

J.T. Surles, Chairman

ATTEST:

Jason Welty
Clerk

APPROVED FOR FORM AND
CORRECTNESS:

Heather J. Encinosa, Esq.
County

Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 22, 2024

[INSERT MAP OF THE COUNTY]

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Jefferson County, Florida will conduct a public hearing to consider the continued imposition of annual fire protection special assessments for the Fiscal Year beginning October 1, 2024, and future fiscal years to fund the provision of fire protection services within all unincorporated and incorporated areas of Jefferson County, including the City of Monticello, and to authorize the collection of such assessments on the tax bill.

The hearing will be held at 5:00 p.m. on September 12, 2024, in the Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager at (850) 342-0287, at least two (2) business days prior to the date of the hearing. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

FIRE PROTECTION ASSESSMENTS

| Residential Property Use Category | Rate Per Dwelling Unit |
|--|-------------------------------|
| Residential | \$198.00 |
| Non-Residential Property Use Category | Rate Per Square Foot |
| Non-Residential | \$0.04 |

Copies of the Master Capital Project and Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the updated Assessment Roll are available for inspection at the Office of the Property Appraiser, 480 Walnut Street, Monticello, Florida 32344.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the office of the County Manager at (850) 342-0287, Monday through Friday between 8:00 a.m. and 5:00 p.m. for additional information.

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA**

Board of County Commissioners

Agenda Request

Date of Meeting: July 18, 2024

Date Submitted: July 11, 2024

To: Honorable Chairman and Members of the Board

From: Evan Rosenthal, Deputy County Attorney

Subject: Request Board Approval of Adoption of the Preliminary Rate Resolution for Aucilla Shores Road Maintenance Program

Statement of Issue:

This agenda item requests the Board approve a Preliminary Rate Resolution for Aucilla Shores Road Maintenance Program, which is the first step in the process for re-imposing assessments within the Aucilla Shores Subdivisions assessment area for road maintenance services.

Background and Analysis:

In 2022, the County created a special assessment program to fund road maintenance services within the Aucilla Shores Subdivisions assessment area.

The County's master assessment ordinance (Ordinance No. 2020-050720-02) provides that the re-imposition of a service assessment requires the adoption of two resolutions: a preliminary rate resolution and an annual rate resolution. The attached resolution constitutes the preliminary rate resolution for the Aucilla Shores Subdivisions road maintenance assessment.

The total estimated Services Cost to be assessed and apportioned among all tax parcels of benefitted property within the assessment area is \$60,696.58. An assessment rate of \$157.00 per lot and \$31.41 per Hanger Lot is proposed for FY 24-25. This is consistent with the assessment rates imposed for FY 23-24.

A public hearing will be held on September 12, 2024 to consider adoption of the annual assessment resolution, which is the final step in the process to re-impose Aucilla Shores road maintenance assessments.

Options:

1. Adopt the Preliminary Rate Resolution for Aucilla Shores Road Maintenance Program
2. Do Not Adopt the Preliminary Rate Resolution for Aucilla Shores Road Maintenance Program
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Preliminary Rate Resolution for Aucilla Shores Road Maintenance Program

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

**PRELIMINARY RATE RESOLUTION
FOR AUCILLA SHORES SUBDIVISIONS ROADWAY MAINTENANCE
PROJECT**

RESOLUTION NO. 2024-_____

ADOPTED JULY 18, 2024

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RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO THE AUCILLA SHORES SUBDIVISIONS ROADWAY MAINTENNACE PROJECT; ESTABLISHING THE ESTIMATED ASSESSMENT RATES FOR ROADWAY MAINTENANCE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 2020-050720-02, the "Ordinance"), Resolution No. 06052021-01, adopted by the County on June 2, 2022 (the "Initial Assessment Resolution"), Resolution No. 06232022-02, adopted by the County on June 23, 2022 (the "Final Assessment Resolution"), Article VIII, section 1(f), Florida Constitution, section 125.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, which initiates the annual process for updating the Assessment Roll and directs the reimposition of the Assessments for the Fiscal Year beginning October 1, 2024.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the

Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

(C) As used herein, the term "Dwelling Unit" means a building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

SECTION 3. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.

(A) The legislative determinations of special benefit and fair and reasonable apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated herein by reference.

(B) The legislative determinations affirmed in paragraph (A) above are hereby supplemented with the following legislative determination:

In accordance with Section 125.01(1)(r), Florida Statutes, the County is required to exempt from the Assessment lands classified as agricultural land pursuant to Section 193.461, Florida Statutes, that do not contain a residential structure. Accordingly, it is fair and reasonable not to impose Assessments upon Tax Parcels classified as agricultural pursuant to Section 193.461, Florida Statutes, that do not contain a Dwelling Unit.

SECTION 4. ESTIMATED ROADWAY MAINTENANCE SERVICES COST.

(A) The total estimated Services Cost to be assessed and apportioned among all Tax Parcels within the Assessment Area to provide the Project for the Fiscal Year commencing October 1, 2024, including an estimated Assessment Administration Amount and Transaction Cost, is \$60,696.58.

(B) The Services Cost will be funded through the reimposition of Assessments against property located in the Assessment Area in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. IMPOSITION OF ROADWAY MAINTENANCE ASSESSMENTS.

(A) Assessments shall be reimposed against all Tax Parcels located within the Assessment Area for the Fiscal Year commencing on October 1, 2024, except as otherwise provided herein.

(B) When imposed, the Assessments shall constitute a lien upon the Tax Parcels located in the Assessment Area pursuant to Section 2.05 of the Ordinance.

(C) The Assessment for the Fiscal Year commencing on October 1, 2024 shall be computed for each Tax Parcel located in the Assessment Area in the manner set forth in Section 3.03 of the Initial Assessment Resolution, which is hereby affirmed and incorporated herein by reference.

(D) Based upon the Services Cost specified in Section 4 hereof, the estimated Assessment is \$157.00 per lot and \$31.41 per Hanger Lot for the Fiscal Year commencing October 1, 2024.

(E) In accordance with Section 125.01(1)(r), Florida Statutes, no Assessment shall be imposed upon any Tax Parcel classified as agricultural land pursuant to Section 193.461, Florida Statutes, which does not contain a Dwelling Unit.

SECTION 6. UPDATED ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare, or direct the preparation of, the updated Assessment Roll in the manner provided in Section 3.03 of the Ordinance. The County Manager shall apportion the Services Costs among the Tax

Parcels within the Assessment Area as reflected on the Tax Roll in conformity with this Preliminary Rate Resolution.

(B) A copy of the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, this Preliminary Rate Resolution, and the updated Assessment Roll shall be maintained on file in the office of the County Manager, or such person's designee, and be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel can be determined by use of an available computer terminal.

SECTION 7. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act as provided in Section 4.01 of the Ordinance.

SECTION 8. PUBLIC HEARING. There is hereby established a public hearing to be held at 5:00 p.m. on September 12, 2024, in the Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, at which time the Board will receive and consider any comments on the Assessments from the public and affected property owners and to consider imposition of the Assessments, approval of the Assessment Roll, and collection of the Assessments on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 9. NOTICE BY PUBLICATION. The County Manager or such person's designee shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and the time provided in Section 3.04 of the Ordinance. The published notice shall be published no later than August 22, 2024, in substantially the form attached hereto as Appendix A.

SECTION 10. NOTICE BY MAIL.

(A) If required by the Ordinance, the County Manager or such person's designee shall, at the time and in the Ordinance, provide first class mailed notice of the public hearing authorized in Section 8 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll, if required. The notices shall be mailed no later than August 22, 2024, in substantially the form attached hereto as Appendix B.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the County Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 11. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Assessments will be utilized for the provision of Project within the Assessment Area from which the Assessments were collected. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund the Project.

SECTION 12. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND APPROVED THIS 18th DAY OF JULY, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
JEFFERSON COUNTY, FLORIDA**

(SEAL)

J.T. Surles
Chair

ATTEST:

Jason L. Welty
Clerk

APPROVED FOR FORM AND
CORRECTNESS:

Heather J. Encinosa, Esq.
County Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 22, 2024

[INSERT MAP OF ASSESSMENT AREA]

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF ROADWAY MAINTENANCE ASSESSMENTS IN THE AUCILLA SHORES SUBDIVISIONS ROADWAY MAINTENANCE PROJECT ASSESSMENT AREA

Notice is hereby given that the Jefferson County Board of County Commissioners will conduct a public hearing to consider reimposing non-ad valorem special assessments for the provision of roadway maintenance services within the boundaries of the Aucilla Shores Subdivisions Roadway Maintenance Project Assessment Area, as shown below, for the Fiscal Year beginning October 1, 2024.

The hearing will be held at 5:00 p.m. on September 12, 2024, in the Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County Commission within 20 days of this notice. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager at (850) 342-0287, at least two (2) business days prior to the date of the hearing. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

The assessment for each parcel of property will be calculated based upon such parcel's classification as a lot (a parcel on which a single dwelling unit has been or can be sited) or a Hanger Lot (a parcel suitable for storage only and on which a dwelling

cannot be sited). The proposed rate of Assessment is \$157.00 per lot and \$31.41 per Hanger Lot for the Fiscal Year commencing October 1, 2024.

Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 2020-050720-02), the Initial Assessment Resolution (Resolution No. 06052021-01), the Final Assessment Resolution (Resolution No. 06232022-02), the Preliminary Rate Resolution (Resolution No. 2023-52), and the updated Assessment Roll are available for inspection at the Office of the Office of the Property Appraiser, 480 Walnut Street, Monticello, Florida 32344.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the office of the County Coordinator at (850) 342-0287, Monday through Friday between 8:00 a.m. and 5:00 p.m. for additional information.

[INSERT MAP OF ASSESSMENT AREA]

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA**

APPENDIX B

FORM OF NOTICE TO BE MAILED

APPENDIX B

FORM OF NOTICE TO BE MAILED

**Jefferson County Board of
County Commissioners**
[Address]
[City], Florida [zip code]

JEFFERSON COUNTY, FLORIDA
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF ROADWAY
MAINTENANCE NON-AD VALOREM
ASSESSMENTS

NOTICE DATE: August 22, 2024

Owner Name
Address
City, State Zip

Tax Parcel #: _____
Legal Description: _____
Sequence #: _____

As required by section 197.3632, Florida Statutes, and the direction of the Board of County Commissioners of Jefferson County, notice is hereby given that Jefferson County will consider the continued imposition of a special assessment for roadway maintenance services using the tax bill collection method which may be levied on your property for the fiscal year beginning October 1, 2024 and for future fiscal years. The purpose of this assessment is to fund roadway maintenance services within the Aucilla Shores Subdivisions Roadway Maintenance Assessment Area, including but not limited to road grading, earth moving and clearing and restoration of ditches, swales and other drainage features.

The total annual assessment revenue related to the Assessment to be collected within the Aucilla Shores Subdivisions Roadway Maintenance Project is estimated to be \$60,696.58. The annual assessment will include your fair share of the roadway maintenance costs and amounts related to collection of assessments. The assessment for each parcel of property will be calculated based upon such parcel's classification as a lot (a parcel on which a single dwelling unit has been or can be sited) or a Hanger Lot (a parcel suitable for storage only and on which a dwelling cannot be sited). The estimated Assessment is \$157.00 per lot and \$31.41 per Hanger Lot for the Fiscal Year

commencing October 1, 2024. A more specific description of the Assessment program is included in the Preliminary Rate Resolution adopted by the County Commission on July 18, 2024.

Your property has been classified as a Regular Lot ☐ Hanger Lot ☐
for purposes of the assessment program.

The maximum annual for the above parcel is \$_____ for Fiscal Year 2024-24 and future fiscal years.

A public hearing will be held at 5:00 p.m. on September 14, 2024, in the Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, for the purpose of receiving public comment on the special assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the County Commission within 20 days of this notice. Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the County Commission with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager at (850) 342-0287, at least two (2) business days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of County Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 2020-050720-02 (the "Ordinance"), Resolution No. 06052021-01 (the "Initial Assessment Resolution"), Resolution No. 06232022-02 (the "Final Assessment Resolution"), and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Office of the Property Appraiser, 480 Walnut Street, Monticello, Florida 32344.

The assessment for tax parcels in the Aucilla Shores Subdivisions Roadway Maintenance Assessment Area will be collected on the ad valorem tax bill mailed in November 2024. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the office of the County Coordinator at (850) 342-0287, Monday through Friday between 8:00 a.m. and 5:00 p.m. for additional information.

[INSERT MAP OF ASSESSMENT AREA]

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA**

*** * * * * THIS IS NOT A BILL * * * * ***

Board of County Commissioners

Agenda Request

Date of Meeting: July 20, 2023

Date Submitted: July 14, 2023

To: Honorable Chairman and Members of the Board

From: Evan Rosenthal, Deputy County Attorney

Subject: Request Board Consideration of an Amended and Restated Initial Assessment Resolution Initiating the Process to Re-Impose Solid Waste Service Assessments for FY 24-25

Statement of Issue:

This agenda item requests the Board approve a Preliminary Rate Resolution for solid waste management and disposal services, which is the first step in the process for re-imposing solid waste service assessments within the County.

Background and Analysis:

The County's master assessment ordinance (Ordinance No. 2020-050720-02) provides that the re-imposition of a service assessment requires the adoption of two resolutions: a preliminary rate resolution and an annual rate resolution. The attached resolution constitutes the preliminary rate resolution for the County's solid waste assessment program.

The solid waste assessment rate for FY 24-25 is proposed to be \$248/dwelling unit, which is consistent with the rate imposed for FY 23-24.

The estimated gross revenue for FY24-25 based upon the above assessment rate is \$1,576,536.

The Resolution continues the existing exemption from the solid waste assessment for properties that are the homesteaded property of a totally and permanently disabled veteran or their surviving spouse.

A public hearing will be held on September 12, 2024 to consider adoption of the annual assessment resolution, which is the final step in the process to re-impose the solid waste assessment.

Options:

1. Adopt the Preliminary Rate Resolution for Solid Waste Services.
2. Do not Adopt the Preliminary Rate Resolution for Solid Waste Services.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Preliminary Rate Resolution for Solid Waste Management and Disposal Services.

JEFFERSON COUNTY, FLORIDA

**PRELIMINARY RATE RESOLUTION
FOR SOLID WASTE MANAGEMENT AND DISPOSAL SERVICES
RESOLUTION NO. 2024-_____**

ADOPTED JULY 18, 2024

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RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO THE MANAGEMENT AND DISPOSAL OF SOLID WASTE IN THE UNINCORPORATED AND ALL INCORPORATED AREAS OF JEFFERSON COUNTY, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE COUNTY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Jefferson County, Florida (the "Board"), has enacted the Master Capital Project and Service Assessment Ordinance (Ordinance No. 2020-050720-02) (the "Ordinance"), which authorizes the annual imposition of Solid Waste Service Assessments for Solid Waste management and disposal services, facilities, and programs against certain Residential Property within Jefferson County; and

WHEREAS, the imposition of an annual Solid Waste Service Assessment for Solid Waste management and disposal services, facilities, and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Residential Property; and

WHEREAS, pursuant to the Ordinance, the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning of October 1, 2024, requires certain processes such as the preparation of the Assessment Roll; and

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing Solid Waste Cost against Residential Property located within the County,

directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for the reimposition of the Solid Waste Service Assessments; and

WHEREAS, the Board deems it to be in the best interest of the citizens and residents of the County to adopt this Preliminary Rate Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 2023-34), the Amended and Restated Final Assessment Resolution (Resolution No. 2023-82), Article VIII, section 1(f), Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Solid Waste Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2024.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF SOLID WASTE SERVICES.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste management and disposal services, facilities, and programs against Residential Property located within the incorporated and unincorporated areas of the County, the County shall provide or direct the provision of Solid Waste management and disposal services, facilities, and programs to such Residential Property.

(B) It is hereby ascertained, determined, and declared that each parcel of Residential Property located within the County will be benefited by the County's provision of Solid Waste management and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.

The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 5. ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENT RATE AND ASSESSMENT ROLL.

(A) For the Fiscal Year beginning October 1, 2024, for which Solid Waste Assessments are reimposed, the Solid Waste Cost shall be allocated among all parcels of Residential Property within the County, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. The Solid Waste Cost for Fiscal Year 2024-25 is estimated to be \$1,576,536.00. Accordingly, a

rate of assessment equal to \$248.00 for each Dwelling Unit for Solid Waste management and disposal services, facilities, and programs is hereby approved for Fiscal Year 2024-25.

(B) The following exemptions shall apply to the Solid Waste Service Assessment program:

(1) No Solid Waste Service Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Solid Waste Service Assessment; and

(2) No Solid Waste Service Assessment shall be imposed against a Tax Parcel of Residential Property that is the homesteaded property of a totally and permanently disabled veteran or their surviving spouse and who receive a total property tax exemption for said Tax Parcel pursuant to either Sections 196.081 or 196.091, Florida Statutes.

(C) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessment required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the Solid Waste Service Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise

imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

(D) The County Manager is hereby directed to prepare, or cause to be prepared, an updated Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2024, in the manner provided in the Ordinance. The Solid Waste Service Assessment among parcels of Residential Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(E) A copy of this Preliminary Rate Resolution, the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the updated Solid Waste Assessment Roll is maintained on file in the office of the County Manager and open to public inspection. The foregoing shall not be construed to require that the updated Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each of Residential Property can be determined by use of a computer terminal available to the public.

(F) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste management and disposal services, facilities, and programs is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:00 p.m. on September 12, 2024, in the Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, at which time the Board will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider imposing such Solid Waste

Service Assessments for Solid Waste management and disposal services, facilities, and programs for the Fiscal Year beginning October 1, 2024, and collecting such assessments on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 7. NOTICE BY PUBLICATION. The County Manager, or such person's designee, shall publish a notice of the public hearing authorized in Section 6 of this Preliminary Rate Resolution, in the manner and time required in the Ordinance. The notice shall be published not later than August 22, 2024, in substantially the form attached hereto as Appendix A.

SECTION 8. NOTICE BY MAIL.

(A) Pursuant to section 200.069(10)(a), Florida Statutes, and with agreement of the Property Appraiser, the Board elects to combine notice of the public hearing authorized by Section 6 hereof with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(10)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose of imposing Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2024. All first class mailed notices must be mailed no later than August 22, 2024.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the County Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 9. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 18th day of July, 2024.

**BOARD OF COUNTY COMMISSIONERS,
JEFFERSON COUNTY, FLORIDA**

J.T. Surles
Chairman

ATTEST:

Jason L. Welty
Clerk

APPROVED FOR FORM AND
CORRECTNESS:

Heather J. Encinosa, Esq.
County Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 22, 2024

[INSERT MAP OF JEFFERSON COUNTY]

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Jefferson County, Florida, will conduct a public hearing to consider the continued imposition of annual Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2024, and for future fiscal years against certain improved residential properties located within all unincorporated and incorporated areas of Jefferson County, including the City of Monticello, to fund the cost of Solid Waste management and disposal services, facilities, and programs provided to such properties and to authorize the collection of such assessments on the tax bill.

The public hearing will be held at 5:00 p.m. on September 12, 2024, in the Courthouse Annex, 435 W. Walnut Street, Monticello, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager at (850) 342-0287, at least two (2) business days prior to the date of the hearing. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property. The proposed rate of assessment for the upcoming fiscal year is \$248.00 per dwelling unit, which is the same rate of assessment as for the prior fiscal year. Copies of the Master Capital Project and Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 2023-34), the Amended and Restated Final Assessment Resolution (Resolution No. 2023-___), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Solid Waste Assessment Roll for the upcoming fiscal year are available for inspection at the office of the Property Appraiser, 480 Walnut St, Monticello, Florida 32344.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County Manager at (850) 342-0287, Monday through Friday between 8:00 a.m. and 5:00 p.m. for additional information.

**BOARD OF COUNTY COMMISSIONERS OF
JEFFERSON COUNTY, FLORIDA**



ANGELA C. GRAY, CFA

JEFFERSON COUNTY PROPERTY APPRAISER

480 W. WALNUT STREET, MONTICELLO, FLORIDA 32344



MEMORANDUM

Date: July 1, 2024

To: Board of County Commissioners

From: Angela C. Gray, CFA

Re: Low-Income Senior Exemptions 2024-25 & Prior Years

Our office has prepared the 2024 Preliminary Tax Roll and as requested in the past, we are providing the figures for the above referenced exemption that the County implemented in 2012. We hope you find this report to be informative, and if you decide that you want to increase the amount of this exemption in the future, please do not hesitate to let us know so we can provide estimate figures and assist you with the process.

Your current exemption amount is up to \$15,000.

| TAX YEAR | Qualified Applicants | Exempt Value | Tax Revenue per Prior year's Millage Rates | Avg. Tax Savings per Applicant |
|---------------------------|----------------------|--------------|--|--------------------------------|
| 2024-25 | 168 | \$2,221,608 | \$17,662 | \$105 |
| 2023-24 | 130 | \$1,689,595 | \$13,432 | \$103 |
| 2022-23 | 139 | \$1,820,096 | \$14,469 | \$104 |
| 2021-22 | 155 | \$1,941,283 | \$15,433 | \$100 |
| 2020-21 | 141 | \$1,682,028 | \$13,372 | \$96 |
| 2019-20 | 130 | \$1,449,630 | \$11,525 | \$89 |
| 2018-19 | 143 | \$1,579,160 | \$12,633 | \$88 |
| 2017-18 Final Post VAB | 118 | \$1,449,960 | \$11,193 | \$95 |
| 2016-17 Final Post VAB | 133 | \$1,471,223 | \$11,358 | \$85 |
| 2015-16 Final Post VAB | 176 | \$2,016,328 | \$16,759 | \$95 |

Phone (850) 997-3356 • Fax (850) 997-0988

www.jeffersonpa.net



ANGELA C. GRAY, CFA

JEFFERSON COUNTY PROPERTY APPRAISER

480 W. WALNUT STREET, MONTICELLO, FLORIDA 32344



MEMORANDUM

Date: July 1, 2024

To: Board of County Commissioners

From: Angela C. Gray, CFA

Re: July 1, 2024 Non-Ad Valorem Assessment Units

Non-Ad valorem assessment units & current rates are being provided pursuant to Chapter 197.3632(3)(b).

Jefferson County Solid Waste Fund (Ordinance No. 89-3)

| CODE | # OF UNITS | RATE | TOTAL |
|---------------------------|------------|------|--------------------------|
| L01 Single Family | 3,957 | 248 | \$981,336 |
| L02 Mobile Home | 2,159 | 248 | \$535,432 |
| L03 Multi-Family | 87 | 248 | \$21,576 |
| L08 Multi-Family One-Bdrm | 51 | 248 | \$12,648 |
| GRAND TOTAL | | | \$1,550,992 |
| | | | \$296,360 in City |

Jefferson County Fire Assessment Fund (Ordinance No. 89-1;89-4)

| CODE | UNITS | RATE | TOTAL |
|--------------------------|----------------|------|--------------------------|
| F01 Single Family | 3,250 | 198 | \$643,500 |
| F02 Mobile Home | 2,120 | 198 | \$419,760 |
| F03 Multi-Family** | 149 | 198 | \$29,502 |
| F04 Commercial*(***) | \$1,025,988.80 | 0.04 | \$41,039.55 |
| FC01 City Single Family | 960 | 198 | \$190,080 |
| FC02 City Mobile Home | 154 | 198 | \$30,492 |
| FC03 City Multi-Family** | 138 | 198 | \$27,324 |
| FC04 City Commercial* | \$938,798.70 | 0.04 | \$37,551.95 |
| GRAND TOTAL | | | \$1,419,250 |
| | | | \$285,448 in City |



ANGELA C. GRAY, CFA
JEFFERSON COUNTY PROPERTY APPRAISER
480 W. WALNUT STREET, MONTICELLO, FLORIDA 32344



M E M O R A N D U M

Date: July 1, 2024

To: Board of County Commissioners

From: Angela C. Gray, CFA

Re: 2024-25 Granny Flat Exemption Update

In 2014 our office implemented the new "Granny Flat" / Reduction in Assessment for Living Quarters of Parents or Grandparents. Below is a report of the figures to date and amount of exemption received by the tax payers who qualify.

| TAX YEAR | Qualified Applicants | Exempt Value | Tax Revenue per Prior year's Millage Rates | Avg. Tax Savings per Applicant |
|----------|----------------------|--------------|--|--------------------------------|
| 2024-25 | 8 | \$384,021 | \$2,488 | \$261 |
| 2023-24 | 11 | \$432,727 | \$3,089 | \$146 |
| 2022-23 | 11 | \$392,007 | \$3,089 | \$281 |
| 2021-22 | 12 | \$419,546 | \$13,183 | \$302 |
| 2020-21 | 9 | \$278,677 | \$9,117 | \$246 |
| 2019-20 | 9 | \$268,506 | \$2,135 | \$237 |
| 2018-19 | 8 | \$244,692 | \$1,958 | \$245 |
| 2017-18 | 6 | \$192,811 | \$1,488 | \$248 |